

[This is a collection of miscellaneous items identified as 'Hexham Manor Court papers' brought together by the long standing late 18th century bailiff there John Bell. Individual piece references are given for each item]

27 Mar 1767 William Wharton to George Baker

[Note: NRO 672/A/34/14. This is a summary of a dispute between William Wharton and Jacob Earl who claimed to have entered a partnership with William Teasdale to work a lead mining lease at Embley Fell near the Devil's Water in Hexhamshire, with judgment from the Lord Chancellor. First named plaintiff and defendant are given in this transcript as principal 'correspondents' for indexing purposes. The original document was found amongst Hexham Manor Court papers.]

Lord Chancellor

Friday the 27th Day of March in the 7th Year of the Reign of His Majesty King George the Third 1767. Between Wm. Wharton and Jacob Earl Plaintiffs Geo. Baker Esq. & Wm. Teasdale Defendants

Upon opening of the matter this present day unto the Right Honourable the Lord High Chancellor of Great Britain by Mr Attorney General being of counsel with the Defendant Teasdale It was alleged that the Defendant Baker being owner of certain Leadmines at Emley Fell in the County of Northumberland he entered into an agreement with the Defendant Teasdale for working the said mines from Christmas 1761 for three years at the price of £1..1s for each Bing of ore which the Defendant Teasdale should work & deliver to the Defendant Baker his Stewards or Agents. That the Plaintiffs having applied to the Defendant Teasdale to become partners in the said Work in certain proportions he agreed thereto And the Defendant Teasdale continued to carry on the said works till June 1762 when the same not proving successful the Defendant Baker agreed to give him £1..7s per Bing to the end of his Tack and £1..1s per Bing for two years after the Expiration of his former Tack and the work was carried on with good success from June 1762 to November 1763 when it was agreed that the former agreements should be at an end and a New Agreement was entered into between the Defendants Baker and Teasdale dated the 2nd day of November 1763 whereby the said Defendant Teasdale was to have a Lease of the Mines for 12 years and the Defendant Baker was to pay him £1..3s for the first six years and £1..5s per Bing for the last six years. And the Defendant Teasdale worked the said Mines from November 1763 till June 1764 when the same became so overpowered with water that he has not worked them ever since. That disputes having arisen between the Plaintiffs and the Defendant Teasdale in Relation to their said partnership the Plaintiffs Exhibited their Bill into this Court against the Defendants among other things to have an account of the Profits arising on Working the said Mines and to be paid what shall appear to be

due to them on the Balance of that Account to which Bill the Defendants have put in their answer and the Defendant Baker by his answer says he has been informed by his Agent there is due from him at the rate of £1..3s per Bing the sum of £744..19s..9d out of which he claims several deductions Amounting to £163..11s..0d and also various deductions and allowances out of which he has not yet got the particulars That it appears by the Affidavit of the Defendant Teasdale that there is now justly due and owing from the Defendant Baker to him or in case the Plaintiffs are to be admitted his partners (which he doth nor admit) then to the said Plaintiffs and him the sum of £700 and upwards for and on account of working the said Leadmines under and by virtue of an agreement between the Defendant and the said Baker touching the working the said Mines dated the 2nd day of November 1763 out of which moneys there was justly and bona fide due and owing from the Defendant Teasdale or in the case aforesaid from the Plaintiffs and the said Defendant to the Under Workmen and Labourers employed to Work the said Mines after the making the said agreement the sum of £540 and upwards and saith that the said Under workmen and Labourers are about 40 in number and many of them are very poor and necessitous and have nothing wherewith to subsist themselves and Family but the earnings of their daily labour And that the said money due to the said Under Workmen and Labourers became due to them so long ago as during the latter part of the month of November 1763 and in the several successive months to and with the month of June 1764 and for and on account of the very Lead Ore for which the said money is so due from the Defendant Baker as aforesaid and saith that none of the Under Workmen or Labourers have received from him or from any other person or persons whomsoever any sum or sums of money whatsoever for or on account of the said money so due to them as aforesaid Save and except the sum of £100 or thereabouts which he hath been obliged out of his own money and upon his own private credit to pay or to engage to pay to and for the said Under workmen and Labourers for their immediate subsistence and that most of the said Under workmen and Labourers are so very poor and necessitous that they have already suffered very Great and Severe Distresses by reason of the non-payment of the said money so due to them as aforesaid and must still continue to suffer an additional distress in case the said money be not immediately paid And that he paid and engaged to pay the sd. £100 in part of the said £540 to and for the said Under Workmen and Labourers at a very great inconvenience to himself and merely out of compassion to their distressed condition notwithstanding he had not then nor yet hath in his hands any moneys whatsoever either by virtue of the said agreement before mentioned or any other agreement whatsoever between the said Defendant Baker and him or otherwise howsoever for or on account of or relating or belonging to the said Leadmines And that in case the said money due to the said Under Workmen and Labourers for the working of the said Mines was paid to them out of the said money due from the said George Baker as aforesaid it would not as he believes be attended with any disadvantage or inconvenience to the said Plaintiffs whatever interest they may pretend to have in the said mines but on the other hand would preserve from very great distress and misery the said Under workmen and Labourers who with great labour and industry and at the

Hazard of their lives justly earned the said money so due to them as aforesaid and that the said Defendant Baker hath lately demanded some allowances out of the said moneys so due from him as aforesaid But that over and above all Just and reasonable Allowance there is in the hands of the said Defendant Baker a sum of money more than sufficient to satisfy the moneys due to the said Under Workmen and Labourers as aforesaid but in order to obviate any difficulty that might arise till the allowances so claimed by the said Defendant Baker as aforesaid can be settled He doth not doubt that the said Under workmen and Labourers will be very well contented for the present time in case the sum of £350 be paid into the hands of him out of the moneys in the hands of the said Defendant Baker in order to be applied in part discharge of the moneys now remaining due to them as aforesaid And therefore It was prayed that the said defendant Geo. Baker may out of the money admitted to be due from him pay unto the said Defendant Teasdale £350 to be by him applied towards payment of the arrears of wages to the Under Workmen and Labourers employed by the said Defendant Teasdale in working the said Leadmines which upon hearing of Mr Perryn of Counsel for the Defendant Baker and of Mr Solicitor General of Counsel for the Plaintiff and the said Affidavit of the Defendant Teasdale Read is ordered accordingly.

8 Apr 1791 John Bell

[Note: NRO 672/A/34/99]

Whereas Sir Thomas Blakett did at the Request of sundry of the Proprietors of Land in Allendale agree to build a Common Pound in or near Allendale town for the Convenience of the Inhabitants of Allendale but not for oppressing his Ore and Lead Carriers to the Detriment of the Lead Works and consequently to the Ruin and Depopulation of the Country And whereas a Report has been spread abroad that all Galloways which have been wintered abroad and which shall be found grazing upon the Wastes in Allendale are to be impounded in the said Common Pound which has intimidated many of the Carriers from bringing Home their Galloways This is therefore to give Notice that if any Galloways shall be impounded in the said Common pound merely for the Cause of their being found grazing upon the said Wastes (not having been wintered in Allendale) as soon as such Galloways shall be delivered from the said Common Pound by due Course of Law the same Common Pound shall be pulled down and not suffered any longer to remain as a Fund for endless Contention

Jno Bell
Hexham Abbey 8th April 1791

[Four further signings of Bell's name are crossed out on the original documents and the following is added in what appears to be the same hand at the foot:]

N Willm Bell

31 Dec 1795 Joseph Carr to John Erasmus Blackett

[Note: NRO 672/A/34/65. It is an unsigned, undated memorandum, but from the context presumably written by Joseph Carr, curate of Coalcleugh and Allenheads chapels between 1783 and 1806 (and also perpetual curate of Allendale Town), in response to some now lost prior accusations by Revd Nicholas Richardson of Ninebanks. JEB referred to the dispute between them in a letter to Col Beaumont of 3rd Jan 1796 – given elsewhere in DD- having heard from Carr and Richardson since Dec 29th. A date of 31 Dec 1795 is given here. It is also therefore assumed that JEB was the recipient of the memo. even though the cover is annotated in John Bell's hand, the item having presumably been passed on the Hexham manor office by JEB.]

An impartial Account of Mr Carr's conduct, as Chaplain of Coalcleugh Chapel, towards Mr Richardson the Curate of Nine Banks Chapel, respecting the Dues he complains of.

NB Respecting Churchings & Christenings at Coal Cleugh Chapel.

The duty ----- he does at Coal Cleugh Chapel, by ancient custom which gives Mr Richardson, offence is the Churching of Women & Baptizing of Children gratis, in that Chapel, for such Miners, as chuse to take the advantage of the Chaplain's assistances.

There is no Burial Ground, consequently there are no funerals, neither can there be any marriages, by reason of a preventing clause in the Marriage Act. (Sec p. 474 of that Act)

The Miners that frequent Coal Cleugh Chapel, expect by custom, and the original institution, when the Chapel was erected in 1704, by Sir William Blackett that the Chaplain should perform for them any duty he can, & that also gratis.

Indeed the distance from the Parish Church, near 7 miles, necessarily required the Chaplain's assistance in all possible cases. It was also the only Chapel in that part of the parish for many years, in which any duty was done.

During that period, above 60 years, the want of Burial Ground was much complained of. This inconvenience Sir Walter Blackett removed by endowing a Chapel at N[in]e.B[anks]. in the same Parish, about 4 miles, from CoalCleugh Chapel, & 3 from Allendaletown, where Burial Ground was consecrated in 1765, and every duty done in this Chapel, as in the Parish Church, that this par[t] of the parish might have every convenience of duty either at one Chapel or the other.

Mr Stokoe was Chaplain at Coal Cleugh Chapel when that at Nine Banks was endowed, in 1765, and also several years before; so that he knew very well the duty which the Miners, had a right to, at their Chapel and consequently continued it 'till his death in 1783, eighteen years after the endowing of N[ine].B[anks]. Chapel. When Mr Carr succeeded Mr Stokoe, the Miners informed him, that Mr Richardson, had been exceedingly troublesome to them several years, by endeavouring to make them pay him for duty, done gratis by their Chaplain, in the same manner as he officiated at Allanheads. No miners paying anything for duty done in the latter place, by custom. In case of refusal he threatened them with prosecutions in the Spiritual Court

Mr Carr was desired to take no notice of his menaces, since Sir Walter Blackett the founder of N[ine].B[anks]. Chapel never intended that they should be injured by the Curate thereof, by his obliging them to pay for duty he never performed, or had the least right unto.

When they attended his Chapel, for any sort of duty, they were willing to pay him; but by no means for duty done in their Master's Chapel

Mr Carr followed the steps of his predecessor, therefore Mr Richardson, has the assurance to complain against him, to Mr Beaumont, for depriving him of Dues. which he has no right to, an action he dares not have ventured upon, either against Mr Stokoe, while Sir Walter Blackett lived, or against Mr Carr, in the lifetime of Sir Thomas Blackett.

Neither of these gentlemen intended that the Miners should pay fees at their Chapel, for duty done, by their Chaplain, without any injury to Mr Richardson, since their Chapel was founded many years prior to that at Nine Banks, and had certain privileges before the other was endowed, or had a right to any thing. From these premises, Mr Carrs trusts that no imputation of blame, can be laid upon him supposing Mr R[ichardson]. get no fees, for what Mr Carr does for the Miners gratis.

2d Respecting the Marriages, at Nine Banks Chapel.

When Mr Carr came into the Parish in 1783 the people were much in doubt whether Mr Richardson could marry or not in his Chapel at Nine Banks.

An order had been issued in 1781 or 2, by the A[rch]B[ishops] & B[ishops], to the Incumbents of Chapels founded after the passing of the Marriage Act, in 1754, requiring them to deliver their Marriage Registers to the Incumbents of the Parish Churches, since they could not legally marry in them, for the future, from a preventing clause in the Marriage Act. This being Mr Richardsons case, he desisted for 2 years, & then began to marry again, to the surprise of many.

Mr Carr was requested to investigate this business, and try to discover, whether N[ine]. B[anks]. C[hapel] had any right of marriage or not by the aforesaid Act.

He collected the sentiments of several upon the subject and laid them before the A[rch]B[isho]p of York, who sent the mandate, that the Parish might have the benefit of his opinion. Sec. No 8th & 9th) His Grace thought that Mr Richardson's right was doubtful, and rather seemed that he ought not to marry; and to take care what he dide.

This opinion was made public, leaving the parishioners, to do what they pleased. This gave Mr R[ichardson] much offence. Mr Carr leaves the impartial to determine how far his conduct towards Mr Richardson is culpable, especially since the general interest of the Parish required a true state of the case.

He only begs leave further to add, that the separation of this Chapel from the Parish Church has been, and still continues a disadvantage to the Incumbent of the Parish, as well as a loss to the Patron, in its present form.

In all cases, in general where the Parish Church is poor, as at Allendaletown, the Incumbent is made Patron of the Chapels in his Parish & by these means, the Patronage of the Parish Church is virtually increased; but in this case, neither can the Patron of the Parish Church get any benefit, or the Incumbent augment his living thereby, since neither has any power over it; but on the contrary Mr R[ichardson] is ill treating the Patron's workmen, & complaining against his Chaplain, about matters he has no concern withe. But his motive in this matter is too plain to need a comment.